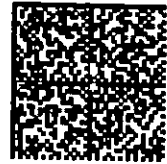


CERTIFIED MAIL



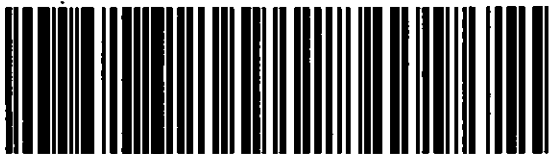
UNITED STATES POSTAGE
PITNEY BOWES
02 1P
000905101 SEP 13 2019
\$ 006.70
MAILED FROM ZIP CODE 48506

9214890 3247 3400 0942 5822 65

289290-1-1-PR
Lemon Law Group Partners PLC
3323 163rd St, Suite 504
North Miami Beach, FL 33160

PRESORTED
FIRST-CLASS MAIL
POSTAGE AND FEES PAID
C2M LLC
22202

USPS CERTIFIED MAIL™



9214 8901 3247 3400 0942 5822 65

1.....SNGLP 480

SIGNATURE REQUIRED PER DMM 3.1.1

CT Corporation
400 E Court Ave
Des Moines, IA 50309-2017



COURT OF COMMON PLEAS
FAIRFIELD COUNTY, OHIO

GERALD LEIST	:	
9580 Cordle Lane	:	
Stoutsville, OH 43154	:	Case No. _____
Plaintiff,	:	
v.	:	
	:	
WINNEBAGO INDUSTRIES, INC.	:	
c/o CT Corporation System	:	JUDGE: _____
400 East Court Avenue	:	
Des Moines, IA 50309	:	
Defendant	:	
	:	COMPLAINT
	:	<u>(WITH JURY DEMAND)</u>

Now comes the Plaintiff, Gerald Leist, and for his Complaint against Defendant states as follows.

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Gerald Leist is an individual residing at 9580 Cordle Lane, Stoutsville, Ohio 43154 in the county of Fairfield.
2. Defendant Winnebago Industries, Inc. ("Winnebago") is a foreign profit corporation. Winnebago may be served through its registered agent, CT Corporation System, 400 East Court Avenue, Des Moines, Iowa 50309 (hereinafter "Defendant Winnebago").

3. The transactions and occurrences involved in this action took place in the State of Ohio, County of Fairfield.

4. This Honorable Court has jurisdiction over this matter because the amount in controversy exceeds \$25,000, exclusive of costs, interest and attorney fees.

COMMON AVERMENTS

5. On or about January 29, 2018, Plaintiff purchased a new 2018 Winnebago Intent 31P, VIN 1F65F5DY4J0A11282 from an Authorized Dealership (the "Subject Vehicle"). Please see Exhibit A for purchase agreement.

6. At the time of purchase, the Subject Vehicle was accompanied with a factory warranty which, in relevant part, provided for 1 (one) year - 15,000 mile basic limited warranty (the "Warranty"). Please see Exhibit B for general warranty. Complete warranty is in Defendant's possession.

8. The Subject Vehicle is registered in the State of Ohio and was purchased primarily for personal, family, and/or household purposes.

9. The Defendant's warranties covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.

10. In fact, when delivered, the Subject Vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted. Shortly after purchasing the vehicle, Plaintiff noticed defects in the vehicle and returned the vehicle to Authorized Dealerships to repair the defects on at least 5 (five) occasions for defects including dashboard air conditioner not blowing cold air, air conditioner blows cold air when vehicle is at idle and hot air while vehicle is driving despite numerous repair attempts, and rooftop air conditioner leaking when traveling. Please see Exhibit C for repair orders.

11. Authorized Dealerships have made repairs to the vehicle, including to the above stated defects in the Subject Vehicle, however the defects continue to exist. During said repairs the Subject Vehicle was out of service for at least 11 (eleven) days.

12. Despite the prolonged time during which Defendant was given the opportunity to repair Plaintiff's Vehicle, Defendant failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.

13. The defects experienced by the Plaintiff with the Subject Vehicle substantially impaired its use, value and safety to the Plaintiff, and has shaken the Plaintiff's faith in the vehicle to operate as dependable transportation.

14. Despite Plaintiff's repeated efforts to allow Defendant the opportunity to repair the Subject Vehicle, many nonconforming and defective conditions were not repaired and still exist.

15. Plaintiff directly notified Defendant of the defective conditions of the vehicle on numerous occasions and that he revoked acceptance of the vehicle, rescinded the purchase agreement, and desired a buy-back of the Subject Vehicle, wherein Defendant failed and refused to buy back Plaintiff's defective Vehicle and to reimburse Plaintiff pursuant to his rights under Ohio and Federal laws. Please see Exhibit D for written notification to Defendant.

16. This cause of action arises out of the Defendant's breaches of warranty and contract and violations of the enclosed statutes, as set forth in this Complaint.

17. Plaintiff seeks judgment against the Defendant in whatever amount in excess of \$25,000 that the Plaintiff is entitled to, and/or equitable relief, rescission of the purchase agreement, revocation of acceptance, and consequential damages and the costs and expenses of this action.

COUNT I

BREACH OF FACTORY WARRANTY

18. Plaintiff repeats and incorporates Paragraphs 1 through 17 as set forth above.

19. Defendant Winnebago extended to Plaintiff a 1 (one) year - 15,000 mile basic limited warranty ("Warranty").

20. Plaintiff, seeking to repair the Subject Vehicle, attempted to exercise his rights under the Warranty.

21. Defendant Winnebago, without justification, has failed to honor the terms of the Warranty.

22. Defendant Winnebago has not fixed the defects in the subject vehicle.

23. As a result of the actions set forth above, Winnebago has breached the Warranty.

24. As a result of Defendant Winnebago's breach of Warranty, Plaintiff has and will continue to suffer significant monetary and consequential damages.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter Judgment in favor of Plaintiff and against Defendant in an amount exceeding \$25,000, exclusive of costs, interest and attorney fees.

COUNT II

BREACH OF IMPLIED WARRANTY

25. Plaintiff repeats and incorporates Paragraphs 1 through 24 as set forth above.

26. Defendant Winnebago is a "Merchant" with respect to motor vehicles under ORC 1302.01.
27. The aforementioned Subject Vehicle purchased by Plaintiff was subject to implied warranties of merchantability under ORC 1302.27.
28. Said implied warranties included, but are not limited to, the following:
 - a. Said Vehicle was fit for the ordinary purpose of safe, reliable transportation and was thus free from defective parts and workmanship;
 - b. Said Vehicle was of fair, average quality.
29. Said vehicle was not warranted and represented and Defendant Winnebago has failed and refuses to repair any defects and nonconformities.
30. Plaintiff has given Defendant Winnebago a reasonable opportunity to fix the Subject Vehicle but Defendant Winnebago has refused to do so within a reasonable time and without costs to Plaintiff.
31. As a result of Defendant Winnebago's breach of implied warranties, Plaintiff has and will continue to suffer significant monetary damages.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter Judgment in favor of Plaintiff and against Defendant Winnebago in an amount exceeding \$25,000, exclusive of costs, interest and attorney fees.

COUNT III

BREACH OF MAGNUSON-MOSS WARRANTY ACT

32. Plaintiff repeats and incorporates Paragraphs 1 through 31 as set forth above.
33. This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2301(d)(1)(A).
34. Plaintiff is a consumer as defined by 15 USC § 2301(3).
35. Defendant Winnebago is a supplier and warrantor as defined by 15 USC § 2301(4)(5).
36. The Subject Vehicle is a consumer product as defined by 15 USC § 2301(6).
37. 15 USC § 2301(D)(1)(A), requires Defendant Winnebago, as a warrantor, to remedy any defects, malfunction or non-conformance of the Subject Vehicle within a reasonable time and without charge to Plaintiff, as defined in 15 USC § 2304(d).

38. The actions of Defendant Winnebago as hereinabove described and in failing to tender the Subject Vehicle to Plaintiff free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiff, constitute a breach of the written and implied warranties covering the Subject Vehicle and are a violation of the Magnuson-Moss Warranty Act.

39. Despite repeated demands and despite the fact that the Plaintiff has complied with all reasonable terms and conditions imposed upon him by Defendant Winnebago, Defendant Winnebago has failed and refused to cure any defects and non-conformity with the Subject Vehicle.

40. As a result of Defendant Winnebago's breach of factory and implied warranty as set forth above, and Defendant Winnebago's failure to honor its obligations under its warranties, Plaintiff has and will continue to suffer damages as enumerated above.

41. Defendant Winnebago has had a reasonable opportunity to remedy the defects in the vehicle but has failed to do so, thereby entitling Plaintiff to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

42. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiff is entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

WHEREFORE, Plaintiff prays that this Honorable Court enter an order requiring Defendant Winnebago to accept return of the Subject Vehicle and refund Plaintiff the purchase price, together with any and all incidental and consequential damages, including attorney fees as provided by 15 USC § 2301(D)(2) and equitable relief to which Plaintiff is entitled.

COUNT IV

VIOLATION OF NONCONFORMING NEW VEHICLE LAW

"LEMON LAW"

ORC 1345.71 – ORC 1345.77

43. Plaintiff repeats and incorporates Paragraphs 1 through 42 as set forth above.

44. Plaintiff is a "consumer" under the Ohio Nonconforming New Motor Vehicle Law ("Lemon Law"), ORC 1345.71(A).

45. Defendant Winnebago is a "manufacturer" under the Lemon Law, ORC 1345.71(B).

46. The Subject Vehicle is a "motor vehicle" under the Lemon Law, ORC 1345.71(D).

47. The factory warranty given by manufacturer covering the Subject Vehicle is an “express warranty” or “warranty” under the Lemon Law, ORC 1345.71(C).

48. The Subject Vehicle has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) In the first year or first 18,000 miles, whichever occurs first, three or more attempts been made to repair one problem and the problem continues to exist; and/or

(b) Said motor vehicle has been out of service for repair for a cumulative total of 30 days or more during its first year or 18,000 miles, whichever occurs first.

49. All attempted repairs were unsuccessful as the Subject Vehicle continues to have the aforementioned defects.

50. The aforementioned defects substantially impair the use or value of the Subject Vehicle to Plaintiff and prevent the Subject Vehicle from conforming to the Manufacturer’s factory warranty.

WHEREFORE, Plaintiff prays for judgment as follows:

(1) For actual damages in excess of \$25,000 according to proof at trial;

(2) Manufacturer must accept return of the vehicle and refund Plaintiff the purchase price including options or other modifications installed, the amount of all charges made by or for Manufacturer, any towing charges and rental costs less a reasonable allowance for Plaintiff’s use of the vehicle.

(3) Pursuant to ORC 1345.72(B), Plaintiff is entitled to a sum equal to the full purchase price of the vehicle plus all incidental damages, including but not limited to attorney fees based on actual time expended by Plaintiff’s attorney in this action.

DEMAND FOR JURY TRIAL

NOW COMES Plaintiff, Gerald Leist, by and through his attorney, Shawn Riehl, and hereby demands a trial by jury in the above cause.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: _____

Shawn Riehl (0081180)
500 S. Front Street, Suite 200
Columbus, Ohio 43215
(888) 415-0610

Dated: March 12, 2019

EXHIBIT A

RED SALES CO, LTD - HEBRON

1990 HEBRON ROAD
HEATH OHIO 43056
740-928-6836

LEIST, GERALD

Buyer's Order

01/29/2018

Order No.
Salesman

2864

MICHAEL WILKS

9580 CORDLE LANE
STOUTSVILLE OH 43154
614-557-3135

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.
New	2018	INTENT	31P	1F65F5DY4J0A11282	16894 RA

Options:
NEW MH PDI

\$0.00-- D -

Manufacturer Sugg Ret Price \$0.00

Customer Price \$84,206.50

Freight \$0.00

Dealer Added Options (D) \$0.00

Customer Added Options \$0.00

Dealer Prep / Rigging Fee \$0.00

Unit Subtotal \$84,206.50

VSI \$0.00

Title Fee \$15.00

Registration Fee \$10.00

Title/License/Registration Fees \$18.50

Document or Administration Fees \$250.00

Sales Tax \$5,700.81

Cash Price \$90,200.81

Trade Allowance \$0.00

Payoff \$0.00

Net Trade \$0.00

Net Sale (Cash Price - Net Trade) \$90,200.81

Sub Total (Net Sale + Other Charges) \$90,200.81

Cash Down Payment \$10,000.00

Amount to Pay/Finance \$80,200.81

For

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for credit inattention evidenced by the agreement.

DEALER NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

APPROVED CREDIT: Interest rates and monthly payment are approximate and may vary from those determined by the lender.

FINANCE NOTICE: By signing this agreement the buyer authorizes RED Sales Co. LTD to access buyers credit information.

DEPOSIT: Deposits are non-refundable. Buyer has authorized deposit at closing.

Customer Signature

Dealer Signature

Case 3:19-cv-03093-LTS-KEM Document 1-1 Filed 10/14/19 Page 11 of 26

Thank You for Your Business!

CM-0623-26813

EXHIBIT B

▲ Warranty⁶

12-month/15,000-mile basic limited warranty⁷

36-month/36,000-mile limited warranty on structure⁷

EXHIBIT C

RCD SALES CO, LTD - HEBRON
1990 HEBRON ROAD
HEATH, OHIO 43056
Phone: 740-928-6836 / 888-204-4094

Repair Order

Due: \$0.00

Doc Number: 12146

Service Writer: Jeff Roelle

Date Printed: 07/03/2018

Date Promised: 05/14/2018

GERALD LEIST
9580 CORDLE LANE
STOUTSVILLE, OH 43154

Customer Information

Home Phone: 614-557-3135

Cell Phone: 614-557-3135

Email: JERRYLEIST71@GMAIL.COM

2018 INTENT 31P 31P Color: Keyboard:
 VIN/Serial1F65F5DY4J0A11282 Plate: Odom/Hrs2,342 Out:2,342

DASH A/C NOT BLOWING COLD

Description:

Resolution:TURNED UNIT ON AND TURNED ON THE AC AND LET IT RUN FOR AWHILE AND IT IS BLOWING 20DEG DIFFENTENTS

Description	Technician	Total
DIAG DASH A/C	Ian Heminger	\$0.00
Labor Subtotal		\$0.00
Job Subtotal		\$0.00

SHADE BESIDE DINETTE WONT STAY UP

Description:

Resolution:TIGHTEND UP

Description	Technician	Total
	Ian Heminger	\$0.00
Labor Subtotal		\$0.00
Job Subtotal		\$0.00

ANT GET COUCH TO JACK KNIFE

Description:

Resolution:MISSING THE ROPE TO OPEN GOT IT OPENED AND PUT NEW ROPE ON AND TESTED IT

Description	Technician	Total
	Ian Heminger	\$0.00
Labor Subtotal		\$0.00
Job Subtotal		\$0.00

SLIDE TOPPER RECALL

Description:

Resolution:R AND R NEW ONES

B&B TRUCK & TRAILER REPAIR LLC

P.O. Box 634

Grove City, OH 43123

ESTIMATE

Date	ESTIMATE#
6/20/2018	553

Bill To
GERALD LEIST LLC 550 ASHTON WOODS DR ASHVILLE, OH 43103 614-557-3135

Unit#	2018
Mileage	

VIN#	JOA11282
-------------	----------

Item	Description	QTY	Rate	Amount
LABOR	2018 WINNEBAGO VIN# 1F65F5DY4JOA11282 CHECK UNIT FOR NO AC RAN UNIT TO TEMP, AC IS BLOWING COOL AIR WHILE PARKED AT IDOL, WHEN DRIVING AC BLOWS HOT. VAC UNIT DOWN & RECHARGE. UNIT STILL NOT BLOWING COLD AIR WHEN DRIVING. NEEDS TO GO BACK TO DEALER FOR WARRANTY ISSUE.	3	100.00	300.00
A/C MACHINE	VAC DOWN & RECHARGE	1	170.00	170.00

B&B Truck and Trailer Repair1700 Feddern Ave.
Grove City, OH 43123

Total	\$470.00
--------------	-----------------

Warranty workmanship 30 days- vehicles left after 3 subject to storage fees

Phone #	Fax #	E-mail	Web Site
614-801-9901	614-801-9909	THOMAS7326@ATT.NET	bandbtruckandtrailer.com

RCD SALES CO, LTD - HEBRON

1990 HEBRON ROAD
HEATH, OHIO 43056
Phone: 740-928-6836 / 888-204-4094

Repair Order

Due: \$40.99

Doc Number: 12296
Service Writer: Trent Speelman
Date Printed: 07/03/2018
Date Promised: 07/03/2018

GERALD LEIST
9580 CORDLE LANE
STOUTSVILLE, OH 43154

Customer Information

Home Phone: 614-557-3135
Cell Phone: 614-557-3135
Email: JERRYLEIST71@GMAIL.COM

Unit 2018 INTENT 31P 31P Color: Keyboard: Out:2,342
VIN/Serial1F65F5DY4J0A11282 Plate: Odom/Hrs0

CUSTOMER STATES DASH A/C NOT BLOWING COLD

Description:

Resolution: WHEN STOPPED THE A/C PUTS OUT CHILLED AIR, NOT VERY COLD, THEN WHEN WE RODE WITH THE CUSTOMER DOWN THE ROAD, THE A/C DOES NOT BLOW COLD, THE FASTER YOU DRIVE THE HOTTER THE AIR GETS. NOT SURE HOW TO PROCEED -BILL

CUSTOMER SAID HE HAS CONTACTED WINNEBAGO AND IT'S A KNOWN ISSUE, NO RESOLUTION.

OUR PARTS MANAGER CALLED TECH SERVICE AT WINNEBAGO AND DARREN SAID IT IS A KNOWN ISSUE AND VICTORY CLIMATE WAS AT WINNEBAGO AS WE SPEAK AND TESTING NEW UNITS TO COME UP WITH AN ANSWER 7-3-18

Description	Technician	Total
	Bill Adkins	\$36.40
Labor Subtotal		\$36.40
Job Subtotal		\$36.40
All Jobs Subtotal:		\$36.40
Shop Supplies:		\$1.82
Tax:		\$2.77
Total:		\$40.99
Less Deposits:		\$0.00
Total Due:		\$40.99

ESTIMATE

You have the right to an estimate of the cost of repairs or services which you are requesting. Your bill will not be higher than the estimate by more than ten percent unless you approve a larger amount before repairs are finished. You can choose the kind of estimate you want to receive by signing your name under one of the following choices and indicating a telephone where you can be reached if necessary.

WRITTEN ESTIMATE IS DESIRED CUSTOMER MUST RETURN TO SIGN AND RECEIVE COPY OF ESTIMATE

- ☐ Warranty (A) Written Estimate _____ Int.
☐ Extended Warranty (B) Oral Estimate _____ Int.
(C) No Estimate _____ Int.

In the event that you, the customer, authorize commencement but do not authorize completion of a repair or service, a charge will be assessed for disassembly, reassembly or partially completed work. Such charge will be directly related to the actual amount of labor or parts

RCD SALES CO, LTD - HEBRON**1990 HEBRON ROAD****HEATH, OHIO 43056****Phone: 740-928-6836 / 888-204-4094****Repair Order****Invoice**

Doc Number: 12447

Service Writer: Jeff Roelle

Date Printed: 08/17/2018

Date Promised: 08/15/2018

Cashier: PARTS 2

Cashier Date: 08/17/2018

GERALD LEIST**9580 CORDLE LANE****STOUTSVILLE, OH 43154****Customer Information**

Home Phone: 614-557-3135

Cell Phone: 614-557-3135

Email: JERRYLEIST71@GMAIL.COM

Summary

Item	Job	Job Total
18 INTENT 31P	PERFORM A/C RECALL	\$0.00
18 INTENT 31P	ESTIMATE FOR AWNING REPAIR	\$939.99

Job Subtotal:	\$939.99
Job Parts Subtotal:	\$939.99
Tax:	\$68.15
Total:	\$1,008.14
Less Deposits:	\$0.00
VISA:	(\$1,008.14)
Total Due:	\$0.00

ESTIMATE

have the right to an estimate of the cost of repairs or services which you are requesting. Your bill will not be higher than the estimate by more than ten percent unless you approve a larger amount before repairs are finished. You can choose the kind of estimate you want to receive by signing your name under one of the following choices and indicating a telephone where you can be reached if necessary.

WRITTEN ESTIMATE IS DESIRED CUSTOMER MUST RETURN TO SIGN AND RECEIVE COPY OF ESTIMATE

Warranty (A) Written Estimate _____ Int.
 Extended Warranty (B) Oral Estimate _____ Int.
 (C) No Estimate _____ Int.

Even though you, the customer, authorize commencement but do not authorize completion of a repair or service, a charge will be assessed for disassembly, reassembly or partially completed work. Such charge will be directly related to the actual amount of labor or parts used in the inspection, repair, or service.

By authorizing the repair work herein set forth to be done by you, together with the furnishing by you or the necessary parts and other materials for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or materials for any reason; that you neither assume nor authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss of or damage to the above vehicle, or articles left therein, in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs; and that your employees may operate the above vehicle on street, highways or elsewhere for the purpose of testing and/or inspecting the vehicle.

EASE SIGN: X _____ DATE: _____

Signature: _____

Detail

2018 INTENT 31P 31P

Color:

Keyboard:

VIN/Serial1F65F5DY4J0A11282

Plate:

Odom/Hrs1

Out:1

PERFORM A/C RECALL

Description:

Resolution: AC RECALL PARTS WERE DAMAGED UPON OPENING THE BOX, CUSTOMER IS TAKING UNIT THIS WEEKEND TO USE IT AND BRINGING IT BACK WHEN WE GET THE PART BACK IN

Job Subtotal \$0.00**ESTIMATE FOR AWNING REPAIR**

Description:

Resolution: QUOTED \$90 FOR PARTS AND 2.5 HOURS LABOR TO INSTALL . CUSTOMER APPROVED-TRENT

Part #	Qty	Description	Price	Discount	Total
00-2870	1.00	CAREFREE ARMS	\$939.99	\$0.00	\$939.99
Parts Subtotal					\$939.99
Job Subtotal					\$939.99

All Jobs Subtotal: \$939.99
 Tax: \$68.15
 Total: \$1,008.14
 Less Deposits: \$0.00
 VISA: (\$1,008.14)
 Total Due: \$0.00

RCD SALES CO, LTD - HEBRON
1990 HEBRON ROAD
HEATH, OHIO 43056
Phone: 740-928-6836 / 888-204-4094

Repair Order

Due: \$0.00

Doc Number: 12484
 Service Writer: Jeff Roelle
 Date Printed: 09/26/2018
 Date Promised: 08/24/2018

GERALD LEIST
9580 CORDLE LANE
STOUTSVILLE, OH 43154

Customer Information

Home Phone: 614-557-3135
 Cell Phone: 614-557-3135
 Email: JERRYLEIST71@GMAIL.COM

Fold Here

Summary

Unit	Job	Job Total
2018 INTENT 31P	PERFORM A/C RECALL	WARRANTY
2018 INTENT 31P	ROOFTOP A/C LEAKING WHEN IN TRAVEL.	WARRANTY

Job Subtotal: \$0.00
 Tax: \$0.00
 Total: \$0.00
 Less Deposits: \$0.00
 Total Due: \$0.00

ESTIMATE

You have the right to an estimate of the cost of repairs or services which you are requesting. Your bill will not be higher than the estimate by more than ten percent unless you approve a larger amount before repairs are finished. You can choose the kind of estimate you want to receive by signing your name under one of the following choices and indicating a telephone where you can be reached if necessary.

IF WRITTEN ESTIMATE IS DESIRED CUSTOMER MUST RETURN TO SIGN AND RECEIVE COPY OF ESTIMATE

☐ Warranty
☐ Extended Warranty

(A) Written Estimate _____ Int.
 (B) Oral Estimate _____ Int.
 (C) No Estimate _____ Int.

In the event that you, the customer, authorize commencement but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection, repair, or service.

I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you or the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume nor authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss of our damage to the above vehicle, or articles left therein, in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on street, highways or elsewhere for the purpose of testing and/or inspecting such vehicle.

PLEASE SIGN: X _____ DATE: _____

Signature: _____

Detail

Unit 2018 INTENT 31P 31P Color:
 VIN/Serial1F65F5DY4J0A11282 Plate:

Keyboard:
 Odom/Hrs0 Out:1

- PERFORM A/C RECALL**Description:**

Resolution: HAD THE CHARGE TAKEN OFF THE UNHOOKED THE HEATER LINES AND AC LINES THEN WENT IN SIDE AND PULLED THE DASH APART AND UNHOOKED ALL THE WIRING AND GOT UNIT PULLED OUT AND CLEANED UP AND GOT THE NEW ONE AND LINED IT UP AND PUT IT IN AND PUT ALL BACK TOGETHER AND NOW IT NEEDS RECHARGED AND TESTED ALSO FOUND THE ORING WAS PINCHED AT THE LINE THAT HOOKED TO THE UNIT AND IT WAS OILY AROUND IT

Part #	Qty	Description	Price	Discount	Total
13-0005	1.00	SIKAFLEX #221 10.3OZ BLACK	WARRANTY	WARRANTY	WARRANTY
Parts Subtotal					WARRANTY

Description	Technician	Hour	Total
	Ian Heminger	WARRANTY	WARRANTY
Labor Subtotal			WARRANTY
Job Subtotal			WARRANTY

- ROOFTOP A/C LEAKING WHEN IN TRAVEL.**Description:**

Resolution: adjusted and tightened as mike from winnebago instructed done

Description	Technician	Hour	Total
	Bill Adkins	WARRANTY	WARRANTY
Labor Subtotal			WARRANTY
Job Subtotal			WARRANTY

All Jobs Subtotal:	\$0.00
Tax:	\$0.00
Total:	\$0.00
Less Deposits:	\$0.00
Total Due:	\$0.00

EXHIBIT D

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
500 South Front Street
Suite 200
Columbus, OH 43215

Telephone (888) 415-0610

Facsimile (888) 809-7010

Email: info@lemonlawgrouppartners.com

July 12, 2018

Winnebago, Inc.
P.O. Box 152
Forest City, IA 50436

Re: Gerald Leist
Vehicle: 2018 Winnebago Intent 31P
VIN: 1F65F5DY4J0A11282

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of Gerald Leist relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client is reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: s/n Shawn Riehl

Of Counsel Attorney for Plaintiff

CC: RCD RV Supercenter, 1990 Hebron Rd, Heath, OH 43056

Exhibit B

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

Gerald Leist)	Case No. 19 CV 002125
)	
Plaintiff,)	JUDGE MARK A. SERROTT
)	
vs.)	DEFENDANT WINNEBAGO
)	INDUSTRIES, INC.'S NOTICE OF
Winnebago Industries, Inc.)	FILING NOTICE OF REMOVAL
)	
Defendant.)	

PLEASE TAKE NOTE that Defendant Winnebago Industries, Inc. filed a Notice of Removal from the Franklin County Court of Common Pleas to the United States District Court for the Southern District of Ohio, Eastern Division at Columbus (the "Southern District") on October 14, 2019 with the Clerk of Court for the Southern District. A copy of the Notice of Removal, without exhibits, is attached as Exhibit A.

Respectfully submitted,

/s/ Andrew B. Cassady

Andrew B. Cassady (0092413)
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Fax: (513) 977-8141
andrew.cassady@dinsmore.com

*Attorneys for Defendant
Winnebago Industries, Inc.*

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing was served by email and regular U.S. mail, this 14th day of October, 2019, upon the following:

Shawn Riehl
500 S. Front Street, Suite 200
Columbus, Ohio 43215
(888) 415-0610
Shawn@vralawyers.com

Attorney for Plaintiff
Gerald Leist

/s/ Andrew B. Cassady
Andrew B. Cassady (0092413)